

INDENTURE

THIS INDENTURE made and entered into this 22 day of March, 2017 by and between **CENTRAL MAINE POWER COMPANY**, a Maine corporation having its principal place of business at 83 Edison Drive, Augusta, Maine 04336 (together with its successors and assigns, "**CMP**") and **BROOKFIELD WHITE PINE HYDRO LLC**, a Delaware limited liability company, formerly known as FPL Energy Maine Hydro LLC, whose mailing address is 150 Maine Street, Lewiston, Maine 04240 (together with its successors and assigns, "**Brookfield**"),

WHEREAS, the hydropower license issued by the Federal Energy Regulatory Commission ("**FERC**") to Brookfield for the Flagstaff Storage Project (FERC No. 2612-029) (the "**Project**") and related recreation plan approved by FERC Order issued May 19, 2014 (147 FERC ¶ 62,136) requires that Brookfield acquire rights to improve and maintain emergency and other access to the Dead River easterly of its confluence with Enchanted Stream in Lower Enchanted Stream Township, Somerset County, Maine;

WHEREAS, Brookfield, CMP and others are party to that certain First Amended and Restated Asset Purchase Agreement, dated as of April 7, 1999 (the "**ARAPA**"), which specifies at Section 7.18(j) that Brookfield's sole responsibility to pay a purchase price for the rights conveyed by CMP hereunder is to pay \$1.00 and that all other purchase price shall be collectible by Seller only from Benefited Hydro Developers other than Brookfield under that certain Kennebec Headwaters Benefits Agreement, dated as of July 19, 1988, by and among CMP and others, as approved by FERC Order issued May 21, 1992 (59 FERC ¶ 82,182);

WHEREAS, certain of the rights and easements conveyed hereby are located on a certain parcel of land located in Lower Enchanted Stream Township, Somerset County and State of Maine, that is more particularly delineated and described in Exhibit A, attached hereto (the "**Easement Area**");

WITNESSETH:

A. Grant of Easements. **CMP**, for and in consideration of One Dollar, receipt of which is hereby acknowledged, hereby GRANTS to **BROOKFIELD**, its successors and assigns, with QUITCLAIM COVENANT, the following rights and easements:

1. **Vehicle Access.** The perpetual, non-exclusive right and easement on, over and across the private access road in the Easement Area between Whiskey Stream Road and the northerly side of the Dead River (as it may be relocated in accordance with the provisions of the Indenture, the "**Access Road**"), in common with CMP and others, for ingress and egress by vehicles as follows: (a) emergency vehicles operated by emergency response personnel; and (b) vehicles of any type operated by Brookfield, its employees, agents and contractors for purposes of inspecting, constructing, replacing and maintaining the Access Road and the parking area and helipad described in Paragraph 4 below (the "**Vehicle Access Easement**").

2. **Public Access.** The perpetual, non-exclusive right and easement on, over and across the Access Road, in common with CMP and others, for ingress and egress by the general public on foot or by wheel chair (whether or not motorized), bicycle or other non-motorized vehicle of a width that can bypass the Entrance Gate described in Paragraph 5 below (the "**Public Access Easement**").

3. Path from Easement Area to Dead River. The perpetual, non-exclusive right and easement on, over and across the existing footpath between the southerly bound of the Easement Area and the northerly bank of the Dead River, approximately at the location depicted on Exhibit A (the "Footpath"), in common with CMP and others, for ingress and egress by (a) Brookfield, its employees, agents and contractors for purposes of inspecting, constructing, replacing and maintaining the Footpath; (b) emergency response personnel; and (c) the general public on foot or by wheel chair (whether or not motorized), bicycle or other non-motorized vehicle of a width that can bypass the Entrance Gate described in Paragraph 5 below (the "Footpath Easement").

4. Parking Area and Helipad. The perpetual, **exclusive** right and easement to construct, replace, maintain, operate and use a parking area and helipad at a location within the Easement Area and of a size and dimensions to be determined by Brookfield after reasonable consultation with CMP (as it may be relocated in accordance with the provisions of the Indenture, the "Parking Area") for: (a) parking and loading emergency vehicles; (b) landing, parking and loading of helicopters; and (c) parking of vehicles and equipment operated by Brookfield, its employees, agents and contractors (the "Parking Easement").

5. Entrance Gate. The perpetual, right and easement to construct, replace, maintain and operate a gate across the Access Road, more specifically described below (the "Entrance Gate"), to control access by motor vehicles over the Access Road at a location near the intersection of the Access Road with Whiskey Stream Road to be determined by Brookfield after reasonable consultation with CMP (the "Entrance Gate Easement" and, together with the Vehicle Access Easement, the Public Access Easement, the Footpath Easement, the Parking Easement and the rights described in Paragraphs 5, 6 and 7, the "Granted Easements").

6. Access Road and Footpath Maintenance. The perpetual right, but not the obligation, in common with CMP, to improve, maintain, repair and reconstruct the Access Road and the Footpath, together with such ditches, culverts, bridges and other structures within the Easement Area and in the immediate vicinity of the Footpath as may be necessary or convenient in the conduct of such improvement, maintenance, repair or reconstruction.

7. Whiskey Road and Lower Enchanted Stream Road. In accordance with the rights granted to CMP in that certain Right-of-Way Easement Deed given by Oxford Paper Company to CMP, dated December 22, 1995, and recorded in the Somerset County Registry of Deeds, Book 2165, Page 348 (the "Right-of-Way Easement Deed"), the perpetual, non-exclusive right and easement: (a) on, over and across the portions of Whiskey Stream Road and Lower Enchanted Road that afford access between the Easement Area and US Route 201 in Forks Plantation, in common with CMP and others, for ingress and egress by (i) Brookfield, its employees, agents and contractors for purposes of administration, forest operations and forestland management as defined in the Right-of-Way Easement Deed; and (ii) emergency response personnel for purposes of emergency safety access as provided in the Right-of-Way Easement Deed; and (b) to install, maintain, remove and replace directional signs within the right of way of Lower Enchanted Road at the intersection between Lower Enchanted Road and US 201 to direct emergency personnel to the Easement Area.

8. Clearing of Trees, Brush, Etc. The perpetual right to clear trees, brush and other vegetation in the vicinity of the Access Road, the Parking Area, the Footpath and the Entrance

Gate as reasonably necessary or desirable for the maintenance or use of such facilities as contemplated hereby.

9. FERC Compliance. The perpetual right to take such other actions within the Easement Area or the vicinity of the Footpath as may be reasonably necessary or desirable for Brookfield's compliance with the terms and provisions of (a) any FERC license for the Project; (b) any present or future order or directive issued by FERC; and (c) any recreational or other plan or agreement to which Brookfield is now or hereafter becomes a party in accordance with the terms and provisions of any such FERC license, order or directive.

10. Relocation of Granted Easements. Brookfield shall have the right to relocate all or part of either or both of the Access Road and the Parking Area and the related the Granted Easements from time-to-time; provided that (a) the rights of CMP and others with rights to use the Granted Easements shall not be materially impaired by such relocation; (b) Brookfield shall give CMP at least one hundred twenty (120) days' advance written notice of such relocation; (c) the location of the relocated facility and related Granted Easement shall be subject to the approval of CMP, which approval shall not be unreasonably delayed, conditioned or denied; and (d) Brookfield shall pay for all costs of such relocation including but not limited to reconstruction of any road, parking area or other improvement in the Easement Area that must be relocated as a result of the relocation of any Granted Easement.

11. Construction and Operation of Entrance Gate. Brookfield covenants and agrees to maintain the existing Entrance Gate in good condition in accordance with the following terms and provisions: (a) the Entrance Gate will be a locked metal gate; (b) large rocks will be place on each side of the Entrance Gate at locations that will allow passage by the public on foot or by wheel chair (whether or not motorized), bicycle or other non-motorized vehicle of a width of 40 inches or less; (c) each of Brookfield, CMP, local emergency responders designated by Brookfield (the "Designated Responders") and others with rights of access over the Access Road will have the keys, combination or other means to unlock the Entrance Gate for purposes of allowing access on, over and across the Access Road as contemplated hereby; and (d) neither CMP nor Brookfield will have the right to change the lock on the Entrance Gate without giving the other party, the Designated Responders and others with rights of access over the Access Road the means to unlock the Entrance Gate and use the Easement Area as contemplated hereby.

12. Appurtenant Rights. The rights and easements conveyed by CMP to Brookfield by this Indenture are intended to be (a) appurtenant to, benefit and run with Brookfield's leasehold and other rights and interests in lands comprising the Project, including but not limited to the land located within the FERC project boundary as delineated on certain Project Plans recorded in the Somerset County Registry of Deeds, in Plan File No. 49, pages 36 through 40, and conveyed by CMP to Brookfield under and pursuant to that certain Deed Indenture between CMP and Brookfield, dated April 7, 1999 and recorded in said Registry of Deeds, Book 2540, Page 1; and (b) burden and run with the land included in the Easement Area.

13. Compliance and Laws. Brookfield will promptly obtain and comply with, at its sole expense, all local, state and federal permits, and will comply with all laws, ordinances, rules, regulations and requirements of all federal, state and local governments and appropriate departments, commissions, boards and officers thereof which now or in the future may be applicable to the exercise of the rights herein granted.

14. Release and Indemnification. Brookfield agrees to release, indemnify, defend and hold harmless CMP, its parent corporation and affiliates and its and their directors, officers, employees, contractors, agents, successors and assigns from and against all costs (including attorney's fees), claims, demands and actions arising out of the exercise of the rights herein granted or other use of the Easement Area by Brookfield or its successors and assigns, agents, contractors, invitees or others pursuant to this Indenture or otherwise. Notwithstanding this agreement, Brookfield does not herein waive the immunities, defenses and limits of liability provided to it pursuant to State law, including but not limited to the provisions of the Maine Tort Claims Act, 14 M.R.S.A. §8101 Et. Seq, if applicable. Brookfield shall provide proof that its contractor has general liability insurance in the amount of one million dollars (\$1,000,000) naming CMP as additional insured thereon, for the period of construction on CMP's property, and proof that the contractor has bonds as required by law.

[End of Page. Signature Pages Follow.]

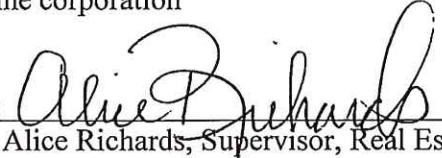
IN WITNESS WHEREOF, Central Maine Power Company has caused this instrument to be executed on its behalf by its duly authorized representative, as of this 28 day of March, 2017.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CENTRAL MAINE POWER COMPANY, a
Maine corporation



Witness


By: 

Alice Richards, Supervisor, Real Estate
Services

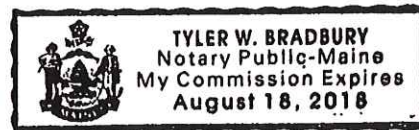
STATE OF Maine
County of Kennebec ss.

March 28th, 2017

Then personally appeared the above-named Alice Richards, Supervisor, Real Estate Services of Central Maine Power Company, and acknowledged the foregoing instrument to be her free act and deed in her said capacity, and the free act and deed of said Central Maine Power Company.

Before me,


Notary Public
Printed Name: _____
Commission expires: _____



SEAL

IN WITNESS WHEREOF, Brookfield White Pine Hydro LLC has caused this instrument to be executed on its behalf by its duly authorized representatives as of this 22 day of March, 2017.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

BROOKFIELD WHITE PINE HYDRO LLC, a Delaware limited liability company

[Signature]
Witness

By: C. Todd Wynn
Name: C. TODD WYNN
Its: V.P. NORTHEAST

~~_____
Witness~~

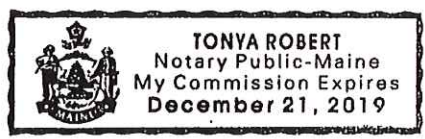
~~By: _____
Name: _____
Its: _____~~

STATE OF Maine
County of Androscoggin, ss.

March 22, 2017

Then personally appeared the above-named C. Todd Wynn, VP Northeast of Brookfield White Pine Hydro LLC, a Delaware limited liability company, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity, and the free act and deed of said Brookfield White Pine Hydro LLC.

Before me,
[Signature]
Notary Public
Printed Name: Tonya Robert



SEAL



EXHIBIT A

Attached to and being a part of Indenture (Somerset County) from Central Maine Power Company to Brookfield White Pine Hydro LLC, dated March 22, 2017

The Easement Area is depicted on the plan attached as Exhibit A-1, and is bounded and described as follows:

A certain lot or parcel of land situated on the southerly side of the Whiskey Springs Road, so called, in Lower Enchanted Township, County of Somerset, State of Maine and being more particularly described as follows:

Beginning at a 3/4" iron rebar with identification cap found on the southerly side of the Whiskey Springs Road;

Thence an azimuth of 291°01' along said Whiskey Springs Road, a distance of 255.9 feet to a similar rebar found;

Thence an azimuth of 242°57', a distance of 23.3 feet to a point in the thread of a 4-foot wide brook;

Thence an azimuth of 104°55' along said thread of said brook, a distance of 23.3 feet to a point;

Thence an azimuth of 213°52' along said thread of said brook, a distance of 25.6 feet to a point;

Thence an azimuth of 211°54' along said thread of said brook, a distance of 192.4 feet to a point;

Thence an azimuth of 250°44' along said thread of said brook, a distance of 146.7 feet to a point;

Thence an azimuth of 269°57' along said thread of said brook, a distance of 380.4 feet to a point;

Thence an azimuth of 251°44' along said thread of said brook, a distance of 284.2 feet to a point;

Thence an azimuth of 343°22', a distance of 6.7 feet to a 12" fir tree;

Thence an azimuth of 274°30', a distance of 82.0 feet to a 12" spruce tree;

Thence an azimuth of 265°00', a distance of 152.4 feet to a 2" fir stump;

Thence an azimuth of 265°00', a distance of 89.1 feet to a point;

Thence an azimuth of 146°20', a distance of 348.8 feet to 5/8" iron rebar with identification cap #2157 set;

Thence an azimuth of 207°09', a distance of 327.15 feet to a similar rebar set;

Thence an azimuth of 106°58', a distance of 187.3 feet to a similar rebar set;

Thence an azimuth of 67°27', a distance of 161.6 feet to a 5" blazed poplar tree found;

Thence an azimuth of 330°21', a distance of 118.4 feet to a similar rebar found;

Thence an azimuth of 15°49', a distance of 173.8 feet to similar rebar found;

Thence an azimuth of 81°01', a distance of 204.1 feet to similar rebar found;

Thence an azimuth of 80°24', a distance of 788.8 feet to similar rebar found;

Thence an azimuth of 17°35', a distance of 415.4 feet to the point of beginning.

The azimuths referenced above are based on a magnetic observation in 1995.

The above-described Easement Area is a portion of certain property, a one-half interest in which was conveyed to CMP by Oxford Paper Company by Indenture, dated December 22, 1995, and recorded in said Registry of Deeds, Book 2165, Page 339, and another one-half interest was conveyed to Central Securities Corporation by deed of Willie D. Snow, dated May 1, 1923, and recorded in said Registry of Deeds, Book 373, Page 250.

Reference is made to a Plan of Reserved Lands of Central Maine Power Company, Lower Enchanted Township, Somerset County, Maine, dated December 22, 1995, by Central Maine Power Company, File No. 612-22-1, as recorded in said Registry of Deeds, Plan File B-95, Page 132.

The rights and easements in, on and across the Easement Area granted hereby are subject to the rights and easements granted to Oxford Paper Company, its successors and assigns, by Right-of-Way Easement Deed, dated December 22, 1995, and recorded in said Registry of Deeds, Book 2165, Page 348.

EXHIBIT A-1

